



# City of NORFOLK


C: Assistant to the City Manager

To the Honorable Council  
City of Norfolk, Virginia

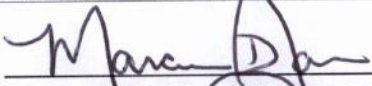
October 13, 2015

From: Katerina Oskarsson, Research Analyst III

**Subject:** Cities of Service Resilience  
AmeriCorps Grant

Reviewed:   
Christine Morris, Assistant to the City Manager

**Ward/Superward:** Citywide

Approved:   
Marcus D. Jones, City Manager

**Item Number:**

**R-11**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** City of Norfolk

III. **Description**

This agenda item is an ordinance to accept and appropriate the sum of \$25,000 from the Cities of Service Resilience AmeriCorps Grant. These funds will be used to assist the City of Norfolk ("City") in building its capacity to maintain and recover critical functions despite natural and manmade shocks and stresses with a focus on poverty populations.

IV. **Analysis**

The City applied for funding support from Cities of Service. As a grant recipient the City will receive a \$25,000 cash grant to help make the City more resilient through citizen engagement in local impact volunteering programs. In addition the City will receive 2 AmeriCorps VISTA members for 2 years of service to perform volunteer service to strengthen and supplement efforts to eliminate poverty and poverty-related human, social, and environmental problems along with \$100,000 worth of technical assistance to support volunteer engagement.

V. **Financial Impact**

The acceptance of the grant will help support the City build its capacity to maintain and recover critical functions in the face of shocks and stresses. The specific use of the \$25,000 cash grant will be negotiated with Cities of Services after the execution of the grant agreement.

VI. **Environmental**

N/A

**VII. Community Outreach/Notification**

Public notification for this agenda item was conducted through the City's notification process.

**VIII. Board/Commission Action**

N/A

**IX. Coordination/Outreach**

This letter and ordinance have been coordinated with the City Attorney's Office.

Supporting Material from the City Attorney's Office:

- Ordinance

9/3/2015 JEC/11

Form and Correctness Approved:

By Jack E. Clon  
Office of the City Attorney

Contents Approved:

By Christine M. ...  
DEPT.

Pursuant to Section 72 of the City Charter, I hereby certify that the money required for this item is in the city treasury to the credit of the fund from which it is drawn and not appropriated for any other purpose.

\$ 25,000.00

2275-2-9122-9122 <sup>be</sup>

APR  
Acting Christine M. ...  
Director of Finance

Account  
9/22/15  
Date

NORFOLK, VIRGINIA

## ORDINANCE No.

AN ORDINANCE ACCEPTING, APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF \$25,000 IN GRANT FUNDS FROM FUNDS FOR CITIES OF SERVICE, INC., FOR THE ESTABLISHMENT AND OPERATION OF A PROGRAM TO ALLEVIATE POVERTY.

- - -

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the sum of Twenty Five Thousand Dollars (\$25,000.00) is hereby accepted and appropriated and authorized to be expended if and when received from Funds for Cities of Service, Inc., for the establishment and operation of a program to alleviate poverty.

Section 2:- That the City Manager is hereby authorized to do all things necessary to receive the funds and to account for the expenditure of the funds.

Section 3:- That this ordinance shall be in effect from and after its adoption.



**SUBRECIPIENT AGREEMENT BETWEEN FUNDS FOR  
CITIES OF SERVICE, INC. AND CITY OF NORFOLK**

This Subrecipient Agreement, hereafter referred to as “the Agreement,” between the following two parties: 1) **Fund for Cities of Service, Inc.**; hereafter referred to as “Sponsor” and 2), the city of **Norfolk, VA**, hereafter referred to as “Subrecipient,” sets forth the parties’ understanding concerning the establishment and operation of a local project under the Corporation for National and Community Service’s (CNCS’s) AmeriCorps VISTA program, pursuant to Title I, Part A of the Domestic Volunteer Service Act of 1973, as amended, (42 U.S.C. §§4950 et seq.), hereafter referred to as “the Act”. Neither CNCS nor the AmeriCorps VISTA program is a party to this Agreement.

The primary purpose of this Agreement is to establish the terms by which the Sponsor will provide the Subrecipient with up to 2 AmeriCorps VISTA members to perform volunteer service to strengthen and supplement efforts to eliminate poverty and poverty-related human, social, and environmental problems as specified in the application submitted by the Subrecipient to the Sponsor in July 2015 (“Project Application”).

The Subrecipient has been selected to receive a Cities of Service Resilience AmeriCorps grant in the amount of \$25,000 (the “Grant Funds”) to help make the city more resilient through citizen engagement in local impact volunteering programs (the “Initiative”). This private funding, provided by the Sponsor, recognizes the Subrecipient’s commitment to using impact volunteering as a key strategy to tackle pressing resilience challenges. All grant funds must be focused on low-income communities, with the goal of poverty alleviation. The Subrecipient must designate a city employee who will serve as the lead contact, acting as the primary liaison for this program and responsible for overseeing its successful implementation (the “City Lead”). The City Lead must be a senior member of the selected cities’ mayors’ staff and Sponsor must give final approval of said suggested City Lead.

**I. GENERAL PROVISIONS**

**A. Duration of the Agreement**

The Agreement shall become effective on the date of full execution by both parties, and shall end on the 30<sup>th</sup> day after the last day of service for the second cohort of AmeriCorps VISTA members (“End Date of Agreement”), unless terminated sooner by either or both of the parties. The final day of the AmeriCorps VISTA members’ terms of service will be dependent upon the official start date determined by CNCS. At this time, we anticipate the End Date of Agreement to be March 31, 2018. The End Date of Agreement may be extended if the Sponsor and CNCS deem it necessary (e.g. if the service term end date of the second cohort of the AmeriCorps VISTA members is later than expected). All extensions must be in writing and fully executed by both parties to the agreement. All Sponsor Grant Funds must be expended by the End Date of Agreement. A final report will be due at the End Date of Agreement.

**B. Status of VISTA Members during Service**



AmeriCorps VISTA members, in the course of their volunteer service, shall not be considered employees of either the Sponsor or the Subrecipient. Because AmeriCorps VISTA members serve under the authority of federal statute, their rather limited employment relationship is with the federal government, not the sponsoring organization, and is governed by federal law, not state law. An AmeriCorps VISTA member is a federal resource on loan to a local organization. AmeriCorps VISTA members are regarded as federal employees only for limited purposes, as defined under 42 U.S.C. § 5055 of the Act; specifically members are considered Federal employees for purposes of the Hatch Act, the Federal Employees' Compensation Act (worker's compensation), the Federal Tort Claims Act, certain provisions of the IRS Code, and Title II of the Social Security Act. They are not regarded as federal employees for any other purposes, including for purposes of unemployment compensation. Monetary allowances paid by CNCS to AmeriCorps VISTA members are not regarded as wages. Monetary allowances are considered income for income tax and Social Security purposes.

## **II. STATEMENT OF WORK**

The Subrecipient shall adhere to the Statement of Work as outlined in sections A1 and B1.

Under Mayor Frain's leadership and the supervision of the City Lead, the Subrecipient will develop a more resilient city through citizen engagement in local impact volunteering programs that are designed to improve environmental and social resiliency in low-income communities.

### **A. Records and Reporting**

#### **1. Subrecipient Obligations.** The Subrecipient shall:

- a. Maintain records and make such reports and investigations concerning matters involving AmeriCorps VISTA members.
- b. Retain such records as the Sponsor may require for a period of three years after completion or termination of the project, or longer if required for administrative proceedings and/or litigation purposes, and to provide access to such records to the Sponsor for the purpose of litigation, audit or examination. If a longer period of record preservation is required due to administrative proceedings and/or litigation purposes, Sponsor will notify Subrecipient and provide updated requirements for the length of maintenance.
- c. Provide written information to the Sponsor on the use of all AmeriCorps VISTA resources.
- d. Electronically submit quarterly program reports that adhere to the due dates and format specified by the Sponsor. These reports will include, but not be limited to: highlights on progress toward program goals, budget updates toward spend-down

of grant funds, challenges encountered, lessons learned, narrative stories of impact, and copies of any media coverage related to these activities.

- e. Submit reports on a more frequent basis if requested by Sponsor. Such reports will adhere to the due dates and format specified by Sponsor.
- f. Submit a final written report no later than 30 days after the final day of the AmeriCorps VISTA members' terms of service. This final report must adhere to the format specified by Sponsor and will include a narrative on how all Grant Funds were spent.
- g. Submit any requests for deadline extensions in writing to the Sponsor.

## **B. Further Responsibilities of the Parties**

1. **Subrecipient Obligations.** The Subrecipient shall:
  - a. Recruit 2 AmeriCorps VISTA members to be placed in city hall, working under the designated City Lead. AmeriCorps VISTA members only commit to serving for one year, but they may continue their service for an additional year in their selected location upon agreement by both the Subrecipient and the AmeriCorps VISTA member. If the AmeriCorps VISTA members choose not to continue their terms of service, the Subrecipient will need to recruit new AmeriCorps VISTA members for the second year of the two-year program.
  - b. Arrange and be responsible for providing on-site orientation and training for all incoming AmeriCorps VISTA members within the first month of their service.
  - c. Assist in the provision of pre-service, early service, and in-service training, as specified in the Statement of Work.
  - d. Operate the project in accordance with the provisions of the Act, applicable program policies and regulations, and other federal laws, regulations, and policies which are, or become, applicable to the program.
  - e. Ensure that the City Lead participates in AmeriCorps VISTA supervisory orientation provided by CNCS.
  - f. Make every reasonable effort to ensure that the health and safety of AmeriCorps VISTA members are protected during the performance of their assigned duties. The Subrecipient shall not assign or require AmeriCorps VISTA members to perform duties which would jeopardize their safety or cause them to sustain injuries.
  - g. Indicate to the Sponsor the specific departure date(s) of AmeriCorps VISTA member(s) who leave prior to completion of service date(s).



- h. Allow AmeriCorps VISTA members opportunities to participate in local and/or national emergency disaster relief efforts if needed in the event of a disaster. All AmeriCorps VISTA Program policies, terms and conditions remain in effect and benefits and protections afforded and provided to AmeriCorps VISTA members and Sponsors and Subrecipients shall continue while on special disaster relief assignment as if the AmeriCorps VISTA members are in traditional service at the originally assigned Subrecipient.
- i. Allow AmeriCorps VISTA members to participate in Days of Service, e.g., Martin Luther King, Jr. Holiday, National Volunteer Week, should activities be organized in the communities where the members are in service.
- j. Report to the Sponsor, within 24 hours, the unscheduled departure of AmeriCorps VISTA members, and otherwise keep the Sponsor timely informed of unscheduled changes of status and conditions of AmeriCorps VISTA members, such as arrests, hospitalization, and absence without leave.
- k. Ensure that persons selected as AmeriCorps VISTA members to serve at the Subrecipient are not related by blood or marriage to project staff, Sponsor or Subrecipient staff, officers or members of the Sponsor or Subrecipient's Board of Directors, or responsible CNCS program staff.
- l. Ensure that all VISTA resources that are provided to the Subrecipient are properly used at all times. If the Subrecipient has misused any VISTA resources provided by either CNCS or the Sponsor, in violation of Federal law, Federal regulation, or the terms or conditions of this Agreement, the Subrecipient may be held financially responsible to reimburse CNCS for VISTA living allowances, and, if applicable, end of service awards and other CNCS funds provided in support of a VISTA member.
- m. Develop impact goals and metrics for the Initiative and submit them to Sponsor for approval. Any revisions or modifications of impact goals or metrics will require Sponsor's written approval.
- n. Commit to meeting the impact goal benchmarks as determined by the Subrecipient during initiative planning. By the end of the grant period, the Subrecipient will fulfill or exceed all metric goals.
- o. Commit that, from the beginning of the grant period, there will be at least one city employee who will serve as the City Lead, act as the primary liaison for this program and be responsible for its successful implementation. The City Lead must be a senior member of city hall staff and the Sponsor must agree with the selection of the City Lead. If the City Lead is no longer able to serve as the lead contact and manager of the Initiative, the Subrecipient must notify the Sponsor immediately.

The role must be filled within 30 days of notification and the Sponsor must agree to the proposed replacement.

- p. Provide the Sponsor with all media releases, public announcements, and reports related to this Initiative prior to their publication in order to ensure consistency across the Initiative.
  - q. Work with the Sponsor to ensure appropriate acknowledgement of all Initiative partners, including the Sponsor, in all public materials. The Sponsor will provide Subrecipient with logo and logo guidelines. Prior to publication, the Sponsor must approve usage of the logos.
  - r. Ensure that the mayor, City Lead, and additional city staff working to implement the Initiative support all aspects of the Sponsor Declaration of Service previously signed by the mayor.
  - s. Participate in intensive technical assistance provided by Sponsor to City Lead. This may include, but is not limited to: technical assistance phone calls (biweekly or monthly), group webinars, in-person convenings, and site visits. It is expected that the Subrecipient will communicate regularly and frequently with the staff and representatives of Sponsor. The City Lead must ensure that the AmeriCorps VISTA members participate in and support this intensive technical assistance as necessary.
  - t. The City Lead, on behalf of the Subrecipient, will work with other cities in the Resilience AmeriCorps cohort and the Sponsor coalition to develop and share best practices.
2. **Sponsor Obligations.** The Sponsor shall:
- a. Assign 2 AmeriCorps VISTA members to the Subrecipient after the Subrecipient conducts a recruitment process to identify the AmeriCorps VISTA members best suited for the roles. The Sponsor will assign replacements for any AmeriCorps VISTA members who resign, transfer to other projects, or are terminated.
  - b. Provide technical assistance to the Subrecipient in VISTA member recruitment, initiative planning, and implementation of the project. The Sponsor will provide notice on the recruitment deadline for each program year.
  - c. Provide an orientation of the grant program to the Subrecipient.
  - d. Periodically review the Subrecipient's use of AmeriCorps VISTA members and help them to achieve the objectives and perform the task(s) specified in the Statement of Work.



- e. Promptly respond to written requests by the Subrecipient to move any AmeriCorps VISTA member from the project in accordance with the AmeriCorps VISTA program's policies and procedures.
- f. Conduct periodic site visits.
- g. Conduct phone check-ins (biweekly or monthly) with the City Lead and AmeriCorps VISTA members to better understand activities taking place in each location, assist in troubleshooting, and learn best practices.
- h. Host group webinar meetings (approximately monthly) for City Lead and VISTA members to gain technical assistance and problem-solve on common challenges.
- i. During the course of the Agreement, Sponsor may host mandatory, in-person Resilience AmeriCorps convenings. Depending upon the target audience and purpose, Sponsor will cover the costs of registration, travel, and lodging for the select individual(s) invited: e.g. City Lead and/or AmeriCorps VISTA members. Determination of selected individuals will be informed by Subrecipient; however, final decision shall be made by Sponsor.

### **III. NONDISCRIMINATION**

#### **A. General Prohibition**

- 1. No person with responsibilities in the operation of the project, whether affiliated with the Sponsor or the Subrecipient, shall discriminate against any AmeriCorps VISTA member, or member of the staff of, or beneficiary of the project, with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, sexual orientation, age, disability, political affiliation, marital or parental status, or military service

#### **B. Sexual Harassment**

Sexual harassment is a form of discrimination based on sex, which is prohibited as addressed directly above. The Subrecipient must prohibit sexual harassment and take immediate corrective action and/or disciplinary action if violations occur. Such sexual harassment violations include:

- 1. Acts of "quid pro quo" sexual harassment where a supervisor demands sexual favors for service benefits, regardless of whether the Subrecipient, its agents or supervisory employees should have known of the acts.
- 2. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of sexual nature which have the purpose or effect of creating an intimidating, hostile or offensive service environment.

3. Acts of sexual harassment toward fellow AmeriCorps VISTA members or non-employees, where the Sponsor or Subrecipient, its agent or its supervisory employees knew or should have known of the conduct, unless it took immediate and appropriate corrective action.

#### **IV. DELEGATION AND SUBCONTRACTING**

The Subrecipient is prohibited from delegating or assigning any of its obligations or duties contained in this Agreement. AmeriCorps VISTA members may not be assigned by the Subrecipient to perform duties with other public or private nonprofit agencies or organizations.

#### **V. SUPPLEMENTAL PAYMENTS PROHIBITED**

Monetary subsistence allowances provided to AmeriCorps VISTA members are designed to permit AmeriCorps VISTA members to live at or below the economic level of the persons served, as required by law. The Sponsor and the Subrecipient are strictly prohibited from supplementing these allowances and must ensure that others do not do so.

#### **VI. PROHIBITIONS OF USE OF CNCS ASSISTANCE BY SPONSOR AND SUBRECIPIENT**

The Sponsor and Subrecipient both agree that no AmeriCorps VISTA member assigned to the Subrecipient, and no other federal financial assistance provided by CNCS, under this Agreement, shall be used to assist, provide or participate in:

1. Partisan and non-partisan political activities associated with a candidate, including voter registration.
2. Direct or indirect attempts to influence passage or defeat of legislation or proposals by initiative petition.
3. Labor or anti-labor organization or related activities.
4. Religious instruction, worship services, proselytization, or any other religious activity as an official part of their duties.

#### **VII. THE SPONSOR AND SUBRECIPIENT FURTHER AGREE NOT TO:**

1. Carry out projects resulting in the identification of such projects with partisan or non-partisan political activities, including voter registration activities, or providing voter transportation to the polls.
2. Assign AmeriCorps VISTA members to activities that would result in the hiring of or result in the displacement of employed workers, or impair existing contracts for service.



3. Accept or permit the acceptance of compensation from AmeriCorps VISTA members or from beneficiaries for the services of AmeriCorps VISTA members.
4. Approve the involvement of any AmeriCorps VISTA members assigned to it in planning, initiating, participating in, or otherwise aiding or assisting in any demonstration whatsoever.

#### **VIII. USE AND DISBURSEMENT OF FUNDS**

1. This program may not displace city employees, functions, or expenses, nor may it duplicate existing services, displace existing city or community resources.
2. Grant Funds will be distributed after: 1) this Agreement has been fully executed; 2) the Subrecipient has developed a detailed project implementation plan for the Initiative, based on Sponsor-created implementation template; 3) the Subrecipient has submitted a preliminary budget for use of the Grant Funds, based on Sponsor-created budget template; and 4) Sponsor has approved Subrecipient's project implementation plan and preliminary budget.
3. Any revisions or modifications to the implementation budget above 10% of the approved category levels will require Sponsor's review and approval

#### **IX. STRATEGIC PARTNERSHIP**

The Subrecipient, and the City Lead in particular, is expected to work with the Sponsor's strategic partners to implement and learn from the Initiative and advance the goals of the coalition. These partners include but are not limited to: The Rockefeller Foundation, The White House Council on Environmental Quality, The Corporation for National and Community Service, the U.S. Department of Energy, the Environmental Protection Agency, and the National Oceanic and Atmospheric Association. Work with these partners may include:

1. Ensuring the participation and support of local funders and key cross-sector partners, with the goal of encouraging long-term sustainability of the initiative.
2. Hosting strategic partners for site visits throughout the grant period.
3. Additional tasks as determined by Sponsor and in consultation with the Subrecipient.

#### **X. TERMINATION CLAUSE:**

1. Failure by the Subrecipient to comply with any of the terms and conditions as outlined in this Agreement may be deemed a material breach of the Agreement. In the event of a material breach, Sponsor may, at its discretion, request reimbursement for all or a portion of the unexpended and uncommitted Grant Funds within 30 days of the city being notified of such material breach. Sponsor will also notify the Corporation for

National and Community Service of the Agreement termination and discontinue VISTA members' service with the Subrecipient city.

2. The Subrecipient agrees to notify Sponsor immediately in the event that (i) the current mayor leaves office for any reason before the AmeriCorps VISTAs' terms of service end or (ii) the Initiative is discontinued for any reason. If the Initiative is discontinued, Sponsor may, at its discretion, request reimbursement for all or a portion of the unexpended and uncommitted Grant Funds within 30 days of being notified of such discontinuation. Sponsor will also discontinue VISTA members' service with Subrecipient.

#### **XI. AMDENDENTS**

This Subrecipient Agreement may be amended at any time, in writing, executed by authorized representatives of the Sponsor and Subrecipient.

In witness whereof, the parties whose signatures appear below attest to having the authority to enter into this Agreement and agree that this Agreement will become effective on the aforementioned date.



**SPONSOR**

By: \_\_\_\_\_  
(Signature of Cities of Service Executive Director)

Name: \_\_\_\_\_  
(Print)

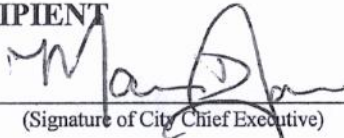
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

**SUBRECIPIENT**

By:   
(Signature of City Chief Executive)

Name: Marcus D. Jones  
(Print)

Title: City Manager

Date: \_\_\_\_\_

Phone: (757) 664-4242

Address: \_\_\_\_\_

810 Union Street, Suite 1101 City Hall

Norfolk, VA 23510

**City Lead Contact Information**

Name: Christina Morris  
(Print)

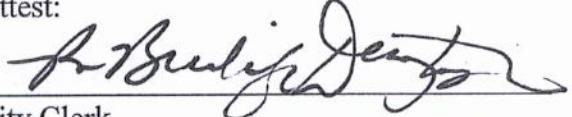
Title: Chief Resilience Officer

Date: Sept. 24, 2015

Phone: 757-823-1133

Address: NORFOLK CITY HALL  
810 UNION STREET  
11th Floor  
NORFOLK, VA 23510

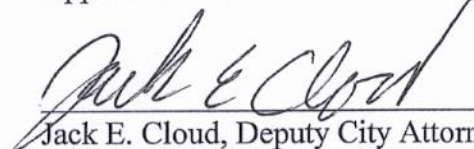
Attest:

  
City Clerk

Approved as to Content:

  
Christine Morris, City Resilience Officer

Approved as to Form and Correctness:

  
Jack E. Cloud, Deputy City Attorney

**PAYMENT INFORMATION**

Check Payee Name: CITY OF NORFOLK

Check Memo Line: CITIES OF SERVICES, RESILIENT CITIES

Mailing Address  
(include "attention to" name): 810 UNION STREET, Rm 1101  
NORFOLK, VA 23510  
attn: Christine Morris



August 19, 2015

The Honorable Paul D. Fraim  
Mayor, City of Norfolk  
810 Union Street, 1101 City Hall Building  
Norfolk, Virginia 23517

Dear Mayor Fraim:

Congratulations! After a rigorous review of the many competitive applications we received, Cities of Service is pleased to inform you that the City of Norfolk has been selected for the first cohort of the Cities of Service Resilience AmeriCorps program. The award includes the following items over two years: a \$25,000 implementation grant; two AmeriCorps VISTA members; and technical assistance and support from Cities of Service valued at \$100,000. In addition, your city will receive resources, guidance and training from The Rockefeller Foundation, The White House, Corporation for National and Community Service, Environmental Protection Agency, National Oceanic Atmospheric Administration, and the Department of Energy.

Resilience AmeriCorps will help Norfolk engage residents in local impact volunteering programs that are designed to improve environmental and social resilience in low-income communities. We very much look forward to working together on resilience strategies that help communities better manage climate shocks and stresses.

Congratulations again on this accomplishment. We look forward to working with your city over the next two years.

Sincerely,

Myung J. Lee  
Executive Director

cc: Christine Morris, Chief Resilience Officer, City of Norfolk